

MAY 10 2023

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS

Nathan Ochsner, Clerk of Court

Jeffrey Warren

Sharon Warren

Case # **23 CV 1738**

Vs

State of Texas

Mark D Cronenwett

Mackie Wolf Zeintz and Mann P.C.

Wilmington Saving Fund Society

Superior Title Company-Donna Kelso

**3- MILLION DOLLAR CLAIM UNDER 42 U.S. CODE SEC. 1983 ACTION FOR
DEPRAVATION OF CIVIL RIGHTS, VIOLATION OF DUE PROCESS, CONSPIRACY
TO COMMIT REAL ESTATE DEED FRAUD, FORGERY, WRONGFUL
FORECLOSURE, AND BREACH OF CONTRACT. THIS CLAIM IS ALSO FOR
OBSTRUCTION OF THE ADMINISTRATION OF JUSTICE**

["Cujusque Rei Potissima Pars"] [The Principle Part Of Everything Is In The Beginning]

Comes Now Plaintiff Jeffrey Warren and Sharon Warren, to file their Claim against the defendant's. The claim will be brought forward in Common Law, "Administrative Law," "Law," "Equity," and Under the Uniform Commercial Code. This 42 U.S. Code Sec. 1983 Civil Action Claim is for Deprivation of Civil Right Under Color of Law, conspiracy to commit real estate deed fraud, and forgery. This case is brought to enforce constitutional rights under 42 U.S.C. § 1983, conspiracy statutes under Federal Law.

42 U.S. Code § 1983 - Civil action for deprivation of rights

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in

an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be a statute of the District of Columbia.

JURISDICTION:

1. The Judiciary Act, though, Congress placed admiralty under the jurisdiction of the federal district courts.
2. This court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. 1331, which provides district courts with jurisdiction over civil actions arising under the United States Constitution or laws of the United States.
3. This court has personal jurisdiction over the defendant's corporations because the corporation's principal place of business is in this state.
4. Venue is proper pursuant to 28 U.S.C. 1391(b) because the events giving rise to the allegations in this complaint occurred in this district.
5. Federal court has jurisdiction over this case based on the following reasons:
 - a. 42 USC 1983 civil rights claim is Constitutional dispute.
 - b. The plaintiff filed a claim against the state court judge, whereby other state court judges would have a conflict of interest.
 - c. The state is guilty of real estate deed fraud which is verified by the day-to-day process of registering homeowners' property deeds in their office.
 - d. The state is in control of the plaintiff's property deed when there is no law that forced the plaintiff to register her property.
 - e. The state is paying the judge and providing a pension, 401-k, so other state court judges will have a conflict to hear this case in state court.
6. The State is the real party responsible for the foreclosure on the plaintiff's property using state-licensed sub-agencies to do the dirty work.
7. The amount of damage is over what the state court has jurisdiction to rule on.
8. The defendants violated Federal Laws.
9. The defendants violate the plaintiff's right to due process in state court whereby is liable under 42 U.S.C 1983 a federal civil rights statute.
10. There is no other court available for remedy.

FACTUAL ALLEGATIONS:

11. The original contract in this case was altered, stolen and that there was an addition to the agreement with the following items that are missing from the contract filed in this case:
12. The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
13. The bank or financial institution involved in the alleged loan will follow GAAP,
14. the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
15. the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
16. the borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and
17. the written agreement gives full disclosure of all material facts.
18. The Bank Advertised That They Loan Money:
 - a. I applied for a loan.
 - b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
 - c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.
 - d. There is no bona fide signature on the alleged promissory note.
 - e. The promissory note is a forgery.
 - f. The promissory note—with my name on it— obligates me to pay \$ 222,000.00 plus interest, giving it a substantial value in today's market if it were sold to investors.
 - g. The bank recorded the forged promissory note as a loan from me to the bank.
 - h. The bank used this loan to fund the alleged bank loan check back to me.

- i. The bank refused to loan the plaintiff legal tender or other depositors' money in the amount of \$ 222,000.00 or repay the unauthorized loan it recorded from me to the bank.
 - j. The bank changed the cost and the risk of the alleged loan.
 - k. The bank operated without my knowledge, permission, authorization, or agreement.
 - l. The bank denied me equal protection under the law.
 - m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
 - n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.
 - o. The bank failed to disclose if the promissory note is money or not money.
 - p. It appears the bank recorded the promissory as an unauthorized loan from me to the bank.
19. The defendant's committed and conspired to commit real estate deed fraud when they failed deliver the property deed as mandated by the state property transfer statute.
- a. The mortgage deal was Not done according to the GAAP accounting principles in violation of the federal law.
 - b. The electronic credits called the mortgage loan was generated by the plaintiff's signature on the promissory note.
 - c. The words stamped on the promissory note "pay to the order of" without recourse will verify the bank official who signed there received the electronic credits called the mortgage loan.
 - d. There was no exchange of money in the mortgage loan.
20. Valid conveyances require that the executed deed be delivered to and accepted by the grantee.
21. The property deed was never delivered or accepted by the plaintiff.

22. The defendants committed acts of forgery when they fraudulently made false documents and altered real documents as if they were genuine.

23. The fact the alleged lender accepted the plaintiff's signature on the mortgage lien proves the plaintiff owned the property already.

24. The first illegal mortgage lien was placed on the property after the unlawful registration.

25. On or around November 9th, 2020, Mark D Cronenwett filed the foreclosure complaint (case # 4:20-cv-3805) against the plaintiff's property without an affidavit from an injured party to provide jurisdiction to the court.

26. The statute the attorney used in the foreclosure complaint is not a valid law as it does not have the three elements the state constitution mandates must be present to be a valid law.

27. The foreclosing Texas Property Code – prop 51 is missing the enacting clause, the title, and the body, and therefore the foreclosing statute is not a valid law and is unconstitutional on its face.

28. The defendants violated the F. D. C. P. A. when they engaged in abuse, threats, coercion, misrepresentation, fraud, harassment, unfair means, and deception to collect a debt where there is no injured party.

29. There is no injured party.

30. SCHEME TO DEFRAUD:

a. The contract filed in this case is forged and missing at least 6- provisions that are listed in the original contract.

b. The foreclosure statute used to provide the court with jurisdiction is not a valid law as it is missing the 3 elements the State Constitution mandates must be present to be a valid law.

c. The State constitution mandates all laws are to be enacted and have an enacting clause, a title, and a body.

d. Original Contract with the signatures of both the alleged borrower, and the lender have never been filed in court to verify there was a bilateral contract.

e. Without a certification of the accounting entries of the attorneys cannot verify there was a debt.

f. The attorney cannot verify the agency and therefore the foreclosure lawsuit has a fatal flaw.

g. The foreclosure was filed showing the lender as the plaintiff, however no one from the lender's corporation signed the foreclosure documents.

h. There is no witness before the court to give the court jurisdiction.

i. There is No Affidavit filed in the case to give the state court jurisdiction.

31. THE LENDER FAILED TO FOLLOW THE GAAP ACCOUNTING LAWS:

32. The contract should be rescinded because the attorneys did not provide full disclosure, the contract is extremely deceptive and unconscionable, In re Pearl Maxwell, 281 B.R. 101. The Truth in Lending Act, Regulation Z, 12 CFR §226.23, states that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures.

33. The original debt was zero because the Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange. Promissory Notes and other commercial instruments are legal tender, financial assets to the originator and a liability to the lender.

34. If a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset.

35, But the attorney's do not understand that they have this liability because most of them are unaware of it.

- a. UCC §1-201(24), §3-104, §3-306, §3-105,
- b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511
- c. UCC §§9-102(9), (11), (12)(B), (49), (64)
- d. 12 USC 1813(l)(1)

36. The defendant's records will show the defendants have an offsetting liability to the plaintiff pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR).

37. These records include:

- a. FR 2046 balance sheet,
- b. 1099-OID report,
- c. S-3/A registration statement,

d. 424-B5 prospectus and

e. RC-S & RC-B Call Schedules

Plaintiff's claims are brought forward Under Common Law:

38. ELEMENTS FOR COMMON LAW:

a. Controversy (The listed defendants)

b. Specific Claim (wrongful foreclosure, breach of contract,

c. Specific Remedy Sought by Claimant (3- million dollars)

d. Claim Is Sworn To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

39. PARTIES:

a. Jeffrey Warren and Sharon Warren are residents of Montgomery County, Texas.

b. The first defendant is The State of Texas.

c. The second defendant is Mark D. Cronenwett

d. The third defendant is Mackie Wolf Zeintz and Mann P.C.

d. The fourth defendant is Wilmington Savings Fund Society, D/B/A Christiana Trust not individually but as trustee for Pretium Mortgage Acquisition Trust

e. The fifth defendant is Superior Title – Donna Kelso

Count One: Violation of 42 U.S.C. 1983:

1. Plaintiff incorporates by reference the facts alleged in paragraphs 1-39.

The defendant's negligence was the direct and proximate result of the plaintiff's injuries.

Count Two: Violation of Due Process:

2. Plaintiff incorporates by reference the facts alleged in paragraphs 1-39

The defendants had a duty to follow the law and the constitution.

Count Three: Conspiracy to Commit Real Estate Deed Fraud:

3. Plaintiff incorporates by reference the facts alleged in paragraphs 1-39

Count Four: Forgery:

4. Plaintiff incorporates by reference the facts alleged in paragraphs 1-39

Count Five: Wrongful Foreclosure:

5. Plaintiff incorporates by reference the facts alleged in paragraphs 1-39

Count Six: Breach of Contract:

6. Plaintiff incorporates by reference the facts alleged in paragraphs 1-39

Count Seven: Real Estate Deed Fraud:

7. Plaintiff incorporates by reference the facts alleged in paragraphs 1-39

Count Eight: Obstruction of The Administration of Justice

8. Plaintiff incorporates by reference the facts alleged in paragraphs 1-39

WRONGFUL FORECLOSURE:

1. The wrongful foreclosure action filed in district court had no injured party and therefore damages should be granted.
2. The 6th Amendment secures that no person will be deprived of life, liberty, or property without due process of law.
3. The "the injured party" must appear and state he/she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action.
4. There is no injured party in the district foreclosure case and therefore the court did not have jurisdiction.

BREACH OF CONTRACT:

5. The bank advertised that they loan money:
 - a. I applied for a loan.
 - b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
 - c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.
 - d. There is no bona fide signature on the alleged promissory note.
 - e. The promissory note is a forgery.
 - f. The promissory note—with my name on it— obligates me to pay \$222,000.00 plus interest, giving it a substitutional value if it were sold to investors.
 - g. The bank recorded the forged promissory note as a loan from me to the bank.
 - h. The bank used this loan to fund the alleged bank loan check back to me.

- i. The bank refused to loan me legal tender or other depositors' money in the amount of \$222,000.00 or repay the unauthorized loan it recorded from me to the bank.
 - j. The bank changed the cost and the risk of the alleged loan.
 - k. The bank operated without my knowledge, permission, authorization, or agreement.
 - l. The bank denied me equal protection under the law.
 - m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
 - n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.
 - o. The bank failed to disclose if the promissory note is money or not money.
 - p. It appears the bank recorded the promissory as an unauthorized loan from the plaintiff to the bank.
 - q. The attorneys are misrepresenting themselves as working for a lender when they are illegally collecting as a third-party debt collector in violation of the F.D.C.P.A.
6. The defendants violated the plaintiff's right to due process 42 U. S. C. 1983 by using an unfair court process that is in violation of the federal laws and the court rules.
7. The defendants obstructed the administration of justice.

NEGLIGENT/RECKLESS CONDUCT:

8. As a proximate result of the negligent or reckless conduct of the attorney acting as a third-party debt collector the plaintiff suffered injury when the attorney filed unlawful foreclosure using a foreclosure statute that is missing the three elements needed to be considered a valid law.
9. The state constitution mandates laws to be enacted by congress and they must have an enacting clause, a title, and a body.
10. The revised statutes used to provide jurisdiction to the court are not valid laws and therefore rob the court of jurisdiction. The attorneys filed a forged contract in the state foreclosure case.

11. The contract filed is missing the following provisions agreed upon in the original contract:

- a) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- b) The bank or financial institution involved in the alleged loan will follow GAAP,
- c) the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
- d) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- e) the borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and
- f) the written agreement gives full disclosure of all material facts.

12. The defendants violated the plaintiff's right to due process 42 U. S. C. 1983 by using an unfair court process that is in violation of the federal laws and the court rules.

13. The defendants obstructed the administration of justice.

Slander of Title:

14. The defendants have caused to be recorded various documents including an unlawful foreclosure which constitutes slander of title, and the plaintiff should be awarded resulting damages to be fully proved at the time of trial.

Slander of Credit:

15. The plaintiff allege that the actions and inactions of the defendants have impaired their credit causing them to lose the ability to have good credit entitling them to damages, including statutory punitive damages pursuant to state and federal law, all to be proved at the time of trial.

Infliction of Emotional Distress:

16. The defendants have intentionally and negligently taken illegal actions which have caused the plaintiff's severe emotional distress.

17. The attack on the plaintiff's home using a statute that is not valid if fraud on the court.

18. The fact part of the original agreement is missing from the contract filed in the state foreclosure case is a clear showing of illegal intent to cause distress.

Damages:

19. The plaintiff is seeking damages for wrongful foreclosure, and he has shown that

(a.) there was an irregularity in the foreclosure sale and

(b.) the irregularity caused the plaintiff damages. See *University Sav. Ass'n v. Springwoods*.

20. As a proximate result of the negligent actions of defendants, the plaintiffs have suffered consequential damage and will continue to suffer additional damage in an amount to be fully proved at the time of trial.

21. As a result of these actions by Judge Erwin Werlein Jr, Mark D Cronenwett, and the defendants.

We have suffered in the following ways:

- a. Loss of income. We have lost hours and sometimes days of work to take care of the filings, phone calls, and consultation with our legal team. We have also suffered intense anxiety attacks.
- b. No one can return to us the health we have lost in dealing with the dubious actions of the persons named in our lawsuit.
- c. We will never completely retrieve our peace of mind and calm the near-constant state of anxiety we find ourselves in now. These actions have forever altered our mental health and well-being.
- d. The damage this has done to our credit will take years to repair if ever.
- e. The defendant's, acted with deliberate indifference to the Constitution and or federal laws when they violated the plaintiff's right UNDER 42 U.S. CODE SEC. 1983, and the plaintiff's right to "due process".

22. The Judge Lacks Immunity When He/ She Violates the Law:

The judge has qualified immunity when he/she follows the constitution and the law. The Tucker Act exposes the government to liability for certain claims. Specifically, the Act extended the court's jurisdiction to include claims for liquidated or unliquidated damages arising from the Constitution (including takings claims under the Fifth Amendment), a federal statute or regulation, and claims in cases not arising in tort. The relevant text of the Act is codified in 28 U.S.C. §§ 1346(a) and 1491. The Tucker Act (March 3, 1887, ch. 359, 24 Stat. 505, 28 U.S.C. §

1491) is a federal statute of the United States by which the United States government has waived its sovereign immunity with respect to lawsuits pertaining to 5th Amendment violations of due process.

The Five Elements of “Due Process:

23. In assessing whether this demonstration has been or can be made, the courts look to the five elements, which, over the centuries of judicial experience, have come to be recognized as the sine qua non of “due process.”

a. **Equality:** The system must not discriminate procedurally between parties. If one party is entitled to counsel, then all are entitled. If notice is provided one, it must be provided for all. The essential requirement for Equality is that the system provides a “level playing field” for the disputants. Discrimination in appearance or fact is an anathema to the Equality required to satisfy due process.

b. **Economy:** The cost of access to the system must not be a barrier to its use or operate to the disadvantage of one or the other parties. This means that grievance and arbitration proceedings should not be made a Board profit center and, in fact, may have to become subsidized to assure open access.

c. **Expedition:** As “justice delayed is frequently justice denied,” there is an affirmative obligation on the part of the system to expedite ethics and arbitration proceedings. This does not foreclose orderly procedure with adequate time to ensure notice, time to prepare, opportunity to identify and gather witnesses, and otherwise develop facts and arguments. It does, however, foreclose dilatory tactics, unreasonable extension of time, and protraction of hearings.

d. **Evidence:** The system must be designed and function to elicit evidence, not assumptions; proof, not presumptions. While strict rules of evidence in the judicial sense do not apply, there must be control of what is admitted as relevant and judgment as to what is mere speculation and hearsay designed to prejudice rather than inform.

e. **Equity:** The system must produce decisions that reflect a sense and substance of “rightness” and “reasonableness.” In matters involving unethical conduct, the punishment should fit the offense. The judgment should reflect consideration of extenuating circumstances and a balancing

of competing values and objectives. Moreover, the predictability, consistency, and uniformity of the system's performance is an important measure of Equity.

Conspiracy: A federal criminal conspiracy is built up of five elements:

- a. Two or more persons that;
- b. Intentionally;
- c. Agreed;
- d. To violate federal law or defraud the United States; and commit an overt act in furtherance of the agreement.

Elements for Forgery:

Forgery is making, using, altering, or possessing a false document with the intent to commit fraud. Forgery can be the creation of a false document or changing an authentic one. There are several elements to the crime of forgery, and all must be proven before someone can be found guilty:

- a. A person must make, alter, use, or possess a false document. Forgery can be creating a false document from scratch or altering an otherwise genuine document in a material way. The alteration is material if it affects a legal right.
- b. The writing must have legal significance.
- c. The writing must be false. The writing must have been created or changed in a way that makes it appear that the document represents something that it is not.
- d. Intent to defraud.

24. Request for Damages:

Plaintiffs request compensatory and general damages for expenses for legal expenses, medical bills, mental anguish associated with living with the consequences of the defendant's negligence, loss of income, and damaged credit score, embarrassment from having plaintiff's house listed on Zillow and other Real estate foreclosure websites before while the case is in litigation. The

plaintiff requests punitive damages for what the jury finds just and fair. Plaintiff prays that this court enter judgment for the Plaintiff and against each of the Defendants, and grant:

a. compensatory and consequential damages, including damages for emotional distress, humiliation, and other pain and suffering on all claims allowed by law in an amount in excess 3- Million Dollars

h. any further relief that this court deems just and proper, and any other appropriate relief a law.

WHEREFORE, Plaintiffs Jeffrey Warren and Sharon Warren, request the following:

a. That the court enter a judgment in favor of Jeffrey Warren and Sharon Warren, and against the defendants on all counts of the Complaint:

b. That the court award compensatory damages into Plaintiff and against the defendants jointly and severally, in an amount to be determined at trial:

c. That the court award punitive damages to plaintiff, and against the defendants, jointly and severally, in an amount to determine at trial in order that such award will deter similar proscribed conduct by the defendants in the future.

d. That the court award plaintiff, and against the defendants, prejudgment and post-judgment interest on all sums awarded in this action, and including reasonable legal fees, pursuant to 42.U.S.C. Sec. 1988: and

e. That the court grant Plaintiff such other equitable relief that the court deems appropriate.

Demand For A Trial By Jury

Comes Now, the plaintiff, and hereby demands jury trial on all issues so triable to a jury.

 5/5/2023

Jeffrey Warren

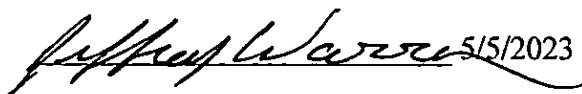
 5/5/2023

Sharon Warren

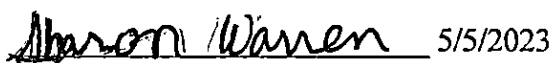
Without Prejudice UCC 1-308

Certificate of Service:

A copy of this document was emailed to the court and a copy was emailed to the parties and the agency listed below.

 5/5/2023

Jeffrey Warren

 5/5/2023

Sharon Warren

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